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6 Attorneys for Defendants, COUNTY OF LOS (erroneously sued as County of Los
 Angeles, by and through the Los Angeles County Sheriff's Department) and
 7 DEPUTY STEPHEN SAENZ (erroneously sued as "S. Saenz #629166")

8
 9 **UNITED STATES DISTRICT COURT**
 10 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

12 ALMA CERVANTES, an Individual,
 13 Plaintiff,

14 v.

15 COUNTY OF LOS ANGELES, by and
 through the LOS ANGELES COUNTY
 16 SHERIFF'S DEPARTMENT; S.
 SAENZ #629166; DOES 1-25
 17 inclusive,
 18 Defendants.

CASE NO. 2:22-cv-7764-FMO(AGR_x)

**STIPULATED PROTECTIVE
 ORDER**

DISCOVERY MATTER

Assigned to Hon. Fernando M. Olguin
 Courtroom 6D

Magistrate Judge Alicia G. Rosenberg,
 Courtroom 550

Action Filed: 08/26/22
 FAC Filed: 09/20/22

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 22 **1. A. PURPOSES AND LIMITATIONS**

23 Discovery in this action is likely to involve production of confidential,
 24 proprietary, or private information for which special protection from public disclosure
 25 and from use for any purpose other than prosecuting this litigation may be warranted.
 26 Accordingly, the parties hereby stipulate to and petition the Court to enter the
 27 following Stipulated Protective Order. The parties acknowledge that this Order does
 28 not confer blanket protections on all disclosures or responses to discovery and that

the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the Court to file material under seal.

B. GOOD CAUSE STATEMENT

This action is likely to involve confidential information pertaining to personnel records and other materials subject to privacy protections for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Limiting disclosure of these documents to the context of this litigation as provided herein will, accordingly, further important law enforcement objections and interests, including the safety of personnel and the public, as well as individual privacy rights of plaintiffs, the individual defendants, and third parties. Such confidential materials and information consist of, among other things, materials entitled to privileges and/or protections under the following: United States Constitution, First Amendment; the California Constitution, Article I, Section 1; California Penal Code §§ 832.5, 832.7 and 832.8; California Evidence Code §§ 1040 and 1043 et. seq; the Privacy Act of 1974, 5 U.S.C. § 552; Health Insurance Portability and Accountability Act of 1996 (HIPPA); the right to privacy; decisional law relating to such provisions; and information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. Defendants also contend that such confidential materials and information consist of materials entitled to the Official Information Privilege.

Confidential information with respect to the Defendants may include but is not limited to: personnel files; internal investigative files and documents; email and

1 written correspondence records; video footage and/or photographs of the incident; and
 2 policies and procedures that are kept from the public in the ordinary course of
 3 business, as well as other information that is not generally available to the public and
 4 is subject to the Official Information Privilege and other privileges. Confidential
 5 information with respect to Plaintiff may include but is not limited to: financial
 6 records; email and written correspondence records; video footage and/or photographs
 7 of the incident; and psychological and medical notes, evaluations, reports, and
 8 treatment plans.

9 In light of the nature of the claims and allegations in this case and the parties'
 10 representations that discovery in this case will involve the production of confidential
 11 records, and in order to expedite the flow of information, to facilitate the prompt
 12 resolution of disputes over confidentiality of discovery materials, to adequately
 13 protect information the parties are entitled to keep confidential, to ensure that the
 14 parties are permitted reasonable necessary uses of such material in connection with
 15 this action, to address their handling of such material at the end of the litigation, and
 16 to serve the ends of justice, a protective order for such information is justified in this
 17 matter. The parties shall not designate any information/documents as confidential
 18 without a good faith belief that such information/documents have been maintained in
 19 a confidential, non-public manner, and that there is good cause or a compelling reason
 20 why it should not be part of the public record of this case.

21 2. DEFINITIONS

22 2.1 Action: This instant action: Alma Cervantes v. County of Los
 23 Angeles, et. al., Case No. 2:22-cv-7764-FMO (AGRx)

24 2.2 Challenging Party: a Party or Non-Party that challenges the
 25 designation of information or items under this order.

26 2.3 "CONFIDENTIAL" Information or Items: information
 27 (regardless of how it is generated, stored or maintained) or tangible things that qualify
 28 for protection under Federal Rule of Civil Procedure 26(c), and as specified above in

1 the Good Cause Statement

2 2.4 Counsel: Outside Counsel of Record and House Counsel (as well
3 as their support staff).

4 2.5 Designating Party: a Party or Non-Party that designates
5 information or items that it produces in disclosures or in responses to discovery as
6 "CONFIDENTIAL."

7 2.6 Disclosure or Discovery Material: all items or information,
8 regardless of the medium or manner in which it is generated, stored, or maintained
9 (including among other things, testimony transcripts, and tangible things), that are
10 produced or generated in disclosures or responses to discovery in this matter.

11 2.7 Expert: a person with specialized knowledge or experience in a
12 manner pertinent to the litigation who has been retained by a Party or its counsel to
13 serve as an expert witness or as a consultant in this action.

14 2.8 House Counsel: attorneys who are employees of a party to this
15 Action. House Counsel does not include Outside Counsel of Record or any other
16 outside counsel.

17 2.9 Non-Party: any natural person, partnership, corporation,
18 association, or other legal entity not named as a Party to this action.

19 2.10 Outside Counsel of Record: attorneys who are not employees of a
20 party to this Action but are retained to represent or advise a party to this Action and
21 have appeared in this Action on behalf of that party or are affiliated with a law firm
22 which has appeared on behalf of that party, and includes support staff.

23 2.11 Party: any party to this Action, including all of its officers,
24 directors, employees, consultants, retained experts, and Outside Counsel of Record
25 (and their support staffs).

26 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
27 Discovery Material in this Action.

28 2.13 Professional Vendors: persons or entities that provide litigation

support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.14 Protected Material: any Disclosure or Discovery Material that is designated as "CONFIDENTIAL."

2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above) but also any information copied or extracted from Protected Material; all copies, excerpts, summaries, or compilations of Protected Material; and any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

Any use of Protected Material during a court hearing or at trial shall be governed by the orders of this presiding judge. This Order does not govern the use of Protected Material during a court hearing or at trial.

4. DURATION

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection.

Each Party or Nonparty that designates information or items for protection

1 under this Order must take care to limit any such designation to specific material that
2 qualifies under the appropriate standards. The Designating Party must designate for
3 protection only those parts of material, documents, items, or oral or written
4 communications that qualify so that other portions of the material, documents, items,
5 or communications for which protection is not warranted are not swept unjustifiably
6 within the ambit of this Order.

7 Mass, indiscriminate, or routinized designations are prohibited. Designations
8 that are shown to be clearly unjustified or that have been made for an improper
9 purpose (for example, to unnecessarily encumber the case-development process or to
10 impose unnecessary expenses and burdens on other parties) may expose the
11 Designating Party to sanctions.

12 If it comes to a Designating Party's attention that information or items it
13 designated for protection do not qualify for that level of protection, that Designating
14 Party must promptly notify all other Parties that it is withdrawing the inapplicable
15 designation.

16 5.2 Manner and Timing of Designations. Except as otherwise provided in
17 this Order, Disclosure or Discovery Material that qualifies for protection under this
18 Order must be clearly so designated before the material is disclosed or produced.

19 Designation in conformity with this Order requires the following:

20 (a) for information in documentary form (for example, paper or electronic
21 documents but excluding transcripts of depositions or other pretrial or trial
22 proceedings), the Producing Party must affix at a minimum the legend
23 "CONFIDENTIAL" to each page that contains Protected Material. If only a portion
24 or portions of the material on a page qualify for protection, the Producing Party must
25 clearly identify the protected portion(s) (for example, by making appropriate
26 markings in the margins).

27 A Party or Nonparty that makes original documents available for inspection
28 need not designate them for protection until after the inspecting Party has indicated

1 which documents it would like copied and produced. During the inspection and
 2 before the designation, all material made available for inspection must be treated as
 3 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
 4 copied and produced, the Producing Party must determine which documents, or
 5 portions thereof, qualify for protection under this Order. Then, before producing the
 6 specified documents, the Producing Party must affix the “CONFIDENTIAL” legend
 7 to each page that contains Protected Material. If only a portion or portions of the
 8 material on a page qualify for protection, the Producing Party also must clearly
 9 identify the protected portion(s) (for example, by making appropriate markings in the
 10 margins).

11 (b) for testimony given in depositions, the Designating Party must identify the
 12 Disclosure or Discovery Material that is protected on the record, before the close of
 13 the deposition.

14 (c) for information produced in some form other than documentary and for any
 15 other tangible items, the Producing Party must affix in a prominent place on the
 16 exterior of the container or containers in which the information is stored the legend
 17 “CONFIDENTIAL.” If only a portion or portions of the information warrant
 18 protection, the Producing Party, to the extent practicable, must identify the protected
 19 portion(s).

20 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
 21 failure to designate qualified information or items does not, standing alone, waive the
 22 Designating Party’s right to secure protection under this Order for that material. On
 23 timely correction of a designation, the Receiving Party must make reasonable efforts
 24 to assure that the material is treated in accordance with the provisions of this Order.

25 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

26 6.1 Timing of Challenges. Any Party or Nonparty may challenge a
 27 designation of confidentiality at any time consistent with the Court’s scheduling
 28 order.

6.2 Meet and Confer. The Challenging Party must initiate the dispute-resolution process (and, if necessary, file a discovery motion) under Local Rule 37.

6.3 The burden of persuasion in any such proceeding is on the Designating Party. Frivolous challenges, and those made for an improper purpose (for example, to harass or impose unnecessary expenses and burdens on other parties), may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties must continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Nonparty in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of people and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of Section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a manner sufficiently secure to ensure that access is limited to the people authorized under this Order.

7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to the following people:

(a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees of that Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the Court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses and attorneys for witnesses to whom disclosure is reasonably necessary, provided that the deposing party requests that the witness sign the form attached as Exhibit A hereto and the witnesses will not be permitted to keep any confidential information unless they sign the form, unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed on by any of the Parties engaged in settlement discussions or appointed by the Court.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must

(a) promptly notify in writing the Designating Party. Such notification must include a copy of the subpoena or court order unless prohibited by law;

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(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification must include a copy of this Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order should not produce any information designated in this action as “CONFIDENTIAL” before a determination on the protective-order request by the relevant court unless the Party has obtained the Designating Party’s permission. The Designating Party bears the burden and expense of seeking protection of its Confidential Material, and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Nonparty in this Action and designated as “CONFIDENTIAL.” Such information is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Nonparty from seeking additional protections.

(b) In the event that a Party is required by a valid discovery request to produce a Nonparty’s Confidential Information in its possession and the Party is subject to an agreement with the Nonparty not to produce the Nonparty’s Confidential Information, then the Party must

(1) promptly notify in writing the Requesting Party and the Nonparty that some or all of the information requested is subject to a confidentiality agreement with a Nonparty;

(2) promptly provide the Nonparty with a copy of this Order, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Nonparty, if requested.

(c) If the Nonparty fails to seek a protective order within 21 days of receiving the notice and accompanying information, the Receiving Party may produce the Nonparty's Confidential Information responsive to the discovery request. If the Nonparty timely seeks a protective order, the Receiving Party must not produce any information in its possession or control that is subject to the confidentiality agreement with the Nonparty before a ruling on the protective-order request. Absent a court order to the contrary, the Nonparty must bear the burden and expense of seeking protection of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Order, the Receiving Party must immediately notify the Designating Party in writing of the unauthorized disclosures, use its best efforts to retrieve all unauthorized copies of the Protected Material, inform the person or people to whom unauthorized disclosures were made of the terms of this Order, and ask that person or people to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure

1 may be established in e-discover order that provides for production without prior
 2 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
 3 parties reach an agreement on the effect of disclosure of a communication or
 4 information covered by the attorney-client privilege or work product protection, the
 5 parties may incorporate their agreement in the stipulated protective order submitted
 6 to the court.

7 **12. MISCELLANEOUS**

8 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
 9 person to seek its modification by the Court.

10 12.2 Right to Assert Other Objections. By stipulating to the entry of this
 11 Order, no Party waives any right it otherwise would have to object to disclosing or
 12 producing any information or item on any ground not addressed in this Order.
 13 Similarly, no Party waives any right to object on any ground to use in evidence of any
 14 of the material covered by this Order.

15 12.3 Filing Protected Material. A Party that seeks to file under seal any
 16 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
 17 be filed under seal only pursuant to a court order authorizing the sealing of the specific
 18 Protected Material at issue. If a Party's request to file Protected Material under seal
 19 is denied, then the Receiving Party may file the information in the public record unless
 20 otherwise instructed by the Court.

21 **13. FINAL DISPOSITION**

22 After the final disposition of this Action, as defined in paragraph 4, within 60
 23 days of a written request by the Designating Party, each Receiving Party must return
 24 all Protected Material to the Producing Party or destroy such material. As used in this
 25 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
 26 summaries, and any other format reproducing or capturing any of the Protected
 27 Material. Whether the Protected Material is returned or destroyed, the Receiving
 28 Party must submit a written certification to the Producing Party (and, if not the same

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person or entity, to the Designating Party) by the 60-day deadline that identifies (by category, when appropriate) all the Protected Material that was returned or destroyed and affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries, or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings; motion papers; trial, deposition, and hearing transcripts; legal memoranda; correspondence; deposition and trial exhibits; expert reports; attorney work product; and consultant and expert work product even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Order as set forth in Section 4 (DURATION).

14. SANCTIONS

Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

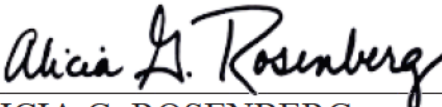
/s/ Daniel C. Sharpe, Esq.
Daniel c. Sharpe, Esq.
WINDSOR TROY
Attorneys for Plaintiff, Alma Cervantes

DATED: 11/14/2022

/s/Christina Gasparian
Thomas C. Hurrell, Esq.
Christina Gasparian, Esq.
HURRELL CANTRALL LLP
Attorneys for Defendants County of Los Angeles and
Deputy Stephen Saenz

DATED: 11/14/2022

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.


ALICIA G. ROSENBERG
U.S. MAGISTRATE JUDGE

DATED: November 28, 2022

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of _____ [full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the U.S. District Court for the Central District of California on [date] in the case of _____ [insert case name and number]. I agree to comply with and to be bound by all terms of this Stipulated Protective Order, and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment, including contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the U.S. District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [full name] of _____ [full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where signed: _____

Printed name: _____

Signature: _____